

will hold – 65 MHz in the New York City and Baltimore BTAs – is under the 70 MHz threshold level. Under *AT&T-Cingular*, none of the markets covered by this transaction require further competitive examination.

Since Verizon Wireless will hold no more than 65 MHz in any market after this transaction – and significantly less in most – the proposed transfers of control clearly present no competitive concerns. Moreover, the wireless competitive issues that the Commission addressed in the *AT&T-Cingular* proceeding resulted from the fact that an established competitor in many markets across the country would be merged into another existing provider, thereby removing one competitor altogether, while also significantly increasing the market share of the other. The NextWave-Verizon Wireless transaction, in contrast, presents no such consolidation. It will neither eliminate an existing competitor nor increase Verizon Wireless's market share in any market. In fact, this transaction will add a new competitor in one market.

Acquiring this spectrum will also enable Verizon Wireless to meet the expected rapid growth in spectrum-intensive broadband data services. The two BTAs where Verizon Wireless will hold 65 MHz, New York City and Baltimore, are both major metropolitan markets with strong growth in the demand for wireless services. (Verizon Wireless provides service in Baltimore and Washington, DC on an integrated basis.) These areas are national business, financial and political centers. They will be on the leading edge of increasing demand for advanced broadband wireless data products. Baltimore-Washington was one of the initial two markets where Verizon Wireless deployed EV-DO. Its billion dollar investment in EV-DO in these and other markets (see Section IV(B) above) was based on its projections that demand for data services will steadily increase, and it expects that demand to grow most rapidly in large markets such as New York and Baltimore-Washington.

For the foregoing reasons, grant of this application will fully comply with all Commission rules, will be consistent with the Commission's actions in other proceedings, and will serve the public interest.

License Information

Atlantic City, NJ	BTA025	KNLH221
Baltimore, MD	BTA029	KNLF652
Boston, MA	BTA051	KNLF646
Columbia, SC	BTA091	KNLH215
Corpus Christi, TX	BTA099	KNLH216
Daytona Beach, FL	BTA107	KNLH219
Denver, CO	BTA110	KNLF802
Detroit, MI	BTA112	KNLH202
Dover, DE	BTA116	KNLH224
El Centro-Calexico, CA	BTA124	KNLH230
Greenville-Spartanburg, SC	BTA177	KNLH211
Janesville-Beloit, WI	BTA216	KNLH225
Los Angeles, CA	BTA262	KNLF645
Madison, WI	BTA272	KNLH214
New York, NY	BTA321	KNLF644
Ocala, FL	BTA326	KNLH226
Philadelphia, PA- Wilmington, DE-Trenton, NJ	BTA346	KNLH201
Pittsfield, MA	BTA351	KNLH228
Portland, OR	BTA358	KNLF812
Provo-Orem, UT	BTA365	KNLH223
Springfield-Holyoke, MA	BTA427	KNLH212
Tulsa, OK	BTA448	KNLH210
Washington, DC	BTA461	KNLF647

RESPONSE TO QUESTION 73

The Applicant, Cellco Partnership d/b/a Verizon Wireless ("Cellco"), is ultimately owned and controlled by Verizon Communications Inc. ("Verizon") and Vodafone Group Plc ("Vodafone"). Verizon, a Delaware corporation, owns 55% of Cellco; Vodafone, a company organized under the laws of the United Kingdom, owns 45%. Control of Cellco is vested in a Board of Representatives, which in turn is controlled by Verizon. In sum, Verizon is the majority owner and possesses sole affirmative control of Cellco. Vodafone's interest in Cellco, and its qualifications (as a foreign corporation) to hold indirect ownership interests in common carrier licenses have been previously authorized by the FCC under Section 310(b)(4) of the Communications Act.¹ Neither Vodafone nor any of its foreign subsidiaries hold any direct ownership interests in any common carrier licenses. No new foreign ownership issues are raised by this filing.

Since the Commission approved the foreign ownership of Cellco Partnership as outlined above in this exhibit, there have been no changes in that foreign ownership.

¹ See *In re Applications of Vodafone AirTouch Plc and Bell Atlantic Corporation, For Consent to the Transfer of Control or Assignment of Licenses and Authorizations*, Memorandum Opinion and Order, DA 00-721 at ¶ 19 (Intl. and Wir. Tel. Burs., rel. Mar. 30, 2000); *FCC Public Notice*, "International Authorizations Granted," Report No. TEL-00174, DA No. 99-3033 (Intl. Bur., rel. Dec. 30, 1999); *In re AirTouch Communications, Inc., Transferor, and Vodafone Group, Plc, Transferee, For Consent to the Transfer of Control of Licenses and Authorizations*, Memorandum Opinion and Order, 14 FCC Rcd 9430, ¶ 9 (Wir. Tel. Bur., 1999).

PENDING LITIGATION
(Response to Question 77)

Patricia Brown v. Verizon Wireless Services LLC (U.S. District Court, Southern District of Florida)

This putative Florida state class action was served on Verizon Wireless Services LLC on June 1, 2004. The complaint alleges claims for violation of the Florida Deceptive and Unfair Trade Practices Act based on (i) the alleged imposition of unlawful and arbitrary penalty clauses in connection the early termination of service contracts and (ii) the alleged locking of cell phone handsets to make it impossible or impracticable for customers to switch cell phone providers without purchasing a new handset. The complaint seeks an injunction prohibiting Verizon Wireless from engaging in these practices, compensatory damages, and disgorgement. Verizon Wireless withdrew its opposition to plaintiffs' motion to remand the case to state court. Verizon Wireless has not yet answered the complaint.

Calling All Cellular, Inc. v. Paging Concepts, Ltd., Adam Gitlitz, and Celco Partnership d/b/a Verizon Wireless a/k/a Verizon Wireless Services, LLC (US District Court, District of New Jersey)

This complaint by a Verizon Wireless agent alleges misrepresentation, unjust enrichment, discrimination, and violation of the Telecommunications Act, tortious interference, unfair competition and violation of state antitrust laws. Plaintiff seeks to recover \$2 million. Verizon Wireless has moved for partial summary judgment and to dismiss certain claims.

Cleveland Mobile Radio Sales, Inc. v. Verizon Wireless VAW LLC, et al. (Court of Common Pleas, Cuyahoga County, Ohio)

This action was filed by a former AirTouch agent against Verizon Wireless a/k/a New Par, Verizon Wireless (VAW) LLC, Airtouch Cellular Eastern Region, LLC, and others on February 19, 2004. The complaint alleges claims for unjust enrichment, disgorgement, tortious acquisition, and tortious interference with business contracts based on defendants' alleged illegal restraint of competition in Ohio's wireless markets. The complaint seeks statutory damages, injunctive relief, an accounting, and actual damages in excess of \$3 million, punitive damages, attorneys' fees and costs. Plaintiffs filed an amended complaint on September 21, 2004. Verizon Wireless filed a motion to dismiss on October 8, 2004.

Michael Freeland, on behalf of himself and others similarly situated v. AT&T Corporation, et al., U.S. District Court, Northern District of California

Plaintiffs filed this putative nationwide class action complaint on August 18, 2004 against Cellco Partnership d/b/a Verizon Wireless and other wireless carriers alleging tying arrangements, conspiracy to restrain trade, conspiracy to monopolize, and contracts in restraint of trade. Plaintiffs seek injunctive relief, compensatory damages, attorneys' fees and costs. Plaintiffs' counsel has agreed to transfer the case to the Southern District of New York for consolidation with the other actions pending before Judge Cote under MDL proceeding 1513, *In re: Wireless Telephone Antitrust Litigation*.

In re Cellphone Termination Fee Cases, Judicial Council Coordination Proceeding No. 4332 (Superior Court of the State of California, Alameda County)

Marlowe, J., et al. v. AT&T Corp., et al., filed on July 23, 2003 in Superior Court of California, Alameda County, and *Advanced Systems Integrated v. Cellco Partnership d/b/a Verizon Wireless* and *Christine Nguyen v. Cellco Partnership d/b/a Verizon Wireless*, both filed against Cellco in the same court, have been ordered for coordinated pretrial proceedings by the California Judicial Council in *In re Cellphone Termination Fee Cases*, Judicial Council Coordination Proceeding No. 4332. In these coordinated proceedings, plaintiffs challenge the business practices of all major wireless carriers relating to the imposition of early termination fees and the use of software that allegedly prevents the Company's handsets from being used with the service of competing carriers. With respect to Verizon Wireless, plaintiffs assert on behalf of a putative California class of Verizon Wireless subscribers that these practices are unenforceable, unlawful and unfair in violation of California Civil Code §1671 and §1750, and violate California's unfair competition law and California Business and Professions Code §17200. By order dated August 5, 2004, the Court vacated its prior Order setting an evidentiary hearing on the bifurcated issue of preemption and vacating all previously set discovery deadlines. Plaintiffs have moved to strike Verizon Wireless' preemption defense.

MDL 1513 – In re Wireless Telephone Services Antitrust Litigation (US District Court, Southern District of New York) (formerly reported as Brook, et al. v. AT&T Cellular Services, Inc., et al. (U.S. District Court, Southern District of New York) (lead plaintiff previously was the Wireless Consumers Alliance); Beeler, et al. v. AT&T Cellular Services, Inc., et al., (U.S. District Court, Northern District of Illinois, Eastern Division); Millen, et al. v. AT&T Wireless PCS, LLC, et al. (U.S. District Court, District of Massachusetts); Morales, et al. v. AT&T Wireless PCS, LLC, et al., (U.S. District Court, Southern District of Texas); Truong, et al. v. AT&T Wireless PCS, LLC, Cellco Partnership d/b/a Verizon Wireless, GTE Mobilnet of California LP, et al. (U.S. District Court, Northern District of California))

Between April and September 2002, plaintiffs filed five putative class actions in the jurisdictions noted above against various Verizon Wireless entities and other wireless service providers. The *Brook* action, initially filed under the caption *Wireless Consumers Alliance, Inc.*

v. AT&T Cellular Services, Inc., et al., was commenced on April 5, 2002 in the United States District Court for the Southern District of New York. On March 12, 2003, the Judicial Panel on Multidistrict Litigation transferred all the cases to the United States District Court for the Southern District of New York for coordination and consolidation of pretrial motion practice and discovery under the caption *MDL 1513 – In re Wireless Telephone Services Antitrust Litigation*. By order dated August 11, 2003, the District Court consolidated the five related cases and designated the amended complaint in *Brook* as the consolidated complaint for all five actions. Plaintiffs assert two claims under the antitrust laws for monopolization and illegal tying based on the defendants' alleged practices of "bundling" of wireless phones and wireless service. Plaintiffs seek compensatory damages, trebling pursuant to 15 U.S.C. §15(a), and injunctive relief permanently enjoining defendants from engaging in any further alleged unlawful and anticompetitive practices. By order dated October 6, 2004, the court denied plaintiffs' motion for leave to amend the complaint to add a conspiracy claim. Discovery is continuing.

NTELOS, Inc. v. Celco Partnership d/b/a Verizon Wireless (U.S. District Court, Western District, Virginia)

The complaint in this trademark infringement action was filed on May 20, 2004 against Verizon Wireless. The complaint alleges that Verizon Wireless' use of "IN-NETWORK" (for mobile-to-mobile calls) infringes upon NTELOS's registered mark NNETWORK (for wireless calling plans). Plaintiff seeks a temporary and permanent injunction prohibiting Verizon Wireless from using "IN-Network," an accounting, actual and punitive, costs and attorneys' fees.

Cindy Satterfield nka Highland Speech Services Inc. on behalf of themselves and all others similarly situated et al. v. Ameritech Mobile Communications Inc.; Cincinnati SMSA Limited Partnership; Verizon Wireless aka New Par; Airtouch Cellular (Eastern Region, Court of Common Pleas, Cuyahoga County, State of Ohio)

Plaintiff filed this putative class action lawsuit on behalf of former New Par and Ameritech Mobile customers allegedly injured by New Par's alleged illegal wholesale rates between 1993 and 1998. Plaintiff seeks disgorgement on the ground that defendants' "anti-competitive conduct proximately caused retail cellular prices to be artificially inflated" and "prevented other resellers from entering the Ohio markets." A motion to dismiss is fully briefed.

Wireless Associates, LLC v. Ameritech Mobile Communications, Inc., Cincinnati SMSA Ltd Partnership, Verizon Wireless a/k/a New Par, Verizon Wireless, LLC, and AirTouch Cellular Eastern Region, LLC (Court of Common Pleas, Cuyahoga County, State of Ohio)

This action was filed against Verizon Wireless a/k/a New Par, Verizon Wireless (VAW) LLC, and Airtouch Cellular Eastern Region, LLC on December 2, 2003. The complaint alleges claims for statutory violations, unjust enrichment (disgorgement), and tortious acquisition of a benefit based on defendants' actions, including "anti-competitive conduct that proximately caused retail cellular prices to be artificially inflated" and "preventing other resellers from entering the Ohio markets." The complaint seeks compensatory damages "substantially in excess

of \$25,000," treble damages, disgorgement, punitive damages, interest, costs, and reasonable attorney's fees. Defendants' motion to dismiss is fully briefed.

Wireless World Communications, Inc. et al. v. Verizon Wireless (VAW), LLC etc. (Los Angeles County Superior Court, California)

This putative nationwide class action is brought on behalf of independent cellular telephone dealers selling cellular telephone handsets and telephone services to California consumers. The suit alleges unfair business practices and seeks unspecified compensatory damages, treble damages and injunctive relief. Plaintiffs have filed a notice of appeal from the trial court's granting of Verizon Wireless' demurrer. Plaintiffs' brief is due November 15, 2004 and Verizon Wireless' opposition is due January 14, 2005.

11/04

SPECTRUM OVERLAPS
Cellco – NextWave Transaction

Cellco	NextWave	Cellco	NextWave	Cellco
Atlantic City, NJ	Atlantic, NJ	35	10	45
	Cape May, NJ	35	10	45
Baltimore, MD	Anne Arundel, MD	45	20	65
	Baltimore, MD	45	20	65
	Carroll, MD	45	20	65
	Harford, MD	45	20	65
	Howard, MD	45	20	65
	Kent, MD	45	20	65
	Queen Anne's, MD	45	20	65
	Talbot, MD	45	20	65
	Baltimore City, MD	45	20	65
Boston, MA	Essex, MA	35	20	55
	Middlesex, MA	35	20	55
	Norfolk, MA	35	20	55
	Plymouth, MA	35	20	55
	Suffolk, MA	35	20	55
	Rockingham, NH	35	20	55
	Strafford, NH	10	20	30
Columbia, SC	Fairfield, SC	35	10	45
	Kershaw, SC	10	10	20
	Lexington, SC	35	10	45
	Newberry, SC	35	10	45
	Richland, SC	35	10	45
	Saluda, SC	35	10	45
Corpus Christi, TX	Aransas, TX	30	10	40
	Bee, TX	30	10	40
	Brooks, TX	30	10	40
	Duval, TX	30	10	40
	Jim Wells, TX	30	10	40
	Kenedy, TX	30	10	40
	Kleberg, TX	30	10	40
	Live Oak, TX	30	10	40

BTAN	County	2010	2011	2012
	Nueces, TX	30	10	40
	Refugio, TX	30	10	40
	San Patricio, TX	30	10	40
Daytona Beach, FL	Flagler, FL	30	10	40
	Volusia, FL	30	10	40
Denver, CO*	Adams, CO	25	10	35
	Arapahoe, CO	25	10	35
	Boulder, CO	25	10	35
	Chaffee, CO	25	10	35
	Cheyenne, CO	25	10	35
	Clear Creek, CO	25	10	35
	Denver, CO	25	10	35
	Douglas, CO	25	10	35
	Eagle, CO	25	10	35
	Elbert, CO	25	10	35
	Gilpin, CO	25	10	35
	Grand, CO	25	10	35
	Gunnison, CO	25	10	35
	Hinsdale, CO	25	10	35
	Jackson, CO	25	10	35
	Jefferson, CO	25	10	35
	Kit Carson, CO	25	10	35
	Lake, CO	25	10	35
	Lincoln, CO	25	10	35
	Logan, CO	25	10	35
	Moffat, CO	25	10	35
	Morgan, CO	25	10	35
	Park, CO	25	10	35
	Phillips, CO	25	10	35
	Pitkin, CO	25	10	35
	Routt, CO	25	10	35
	Broomfield, CO	25	10	35
	Sedgwick, CO	25	10	35
	Summit, CO	25	10	35
	Washington, CO	25	10	35
	Yuma, CO	25	10	35
	Cheyenne, KS	0	10	10
	Sherman, KS	0	10	10

	Wallace, KS	0	10	10
Detroit, MI	Lapeer, MI	25	10	35
	Livingston, MI	25	10	35
	Macomb, MI	25	10	35
	Monroe, MI	25	10	35
	Oakland, MI	25	10	35
	St. Clair, MI	25	10	35
	Sanilac, MI	0	10	10
	Washtenaw, MI	25	10	35
	Wayne, MI	25	10	35
Dover, DE	Kent, DE	25	10	35
	Sussex, DE	25	10	35
	Caroline, MD	25	10	35
El Centro-Calexico, CA	Imperial, CA	25	10	35
Greenville-Spartanburg, SC	Polk, NC	35	10	45
	Cherokee, SC	35	10	45
	Greenville, SC	35	10	45
	Laurens, SC	35	10	45
	Pickens, SC	35	10	45
	Spartanburg, SC	35	10	45
	Union, SC	35	10	45
Janesville-Beloit, WI	Rock, WI	20	10	30
	Walworth, WI	20	10	30
Los Angeles, CA	Inyo, CA	35	10	45
	Los Angeles, CA	35	10	45
	Orange, CA	35	10	45
	Riverside, CA	35	10	45
	San Bernardino, CA	35	10	45
	Ventura, CA	35	10	45
Madison, WI	Columbia, WI	30	10	40
	Crawford, WI	30	10	40

	Dane, WI	30	10	40
	Green, WI	30	10	40
	Iowa, WI	30	10	40
	Juneau, WI	30	10	40
	Lafayette, WI	30	10	40
	Marquette, WI	30	10	40
	Richland, WI	30	10	40
	Sauk, WI	30	10	40
New York, NY	Fairfield, CT	45	20	65
	Bergen, NJ	45	20	65
	Essex, NJ	45	20	65
	Hudson, NJ	45	20	65
	Hunterdon, NJ	45	20	65
	Middlesex, NJ	45	20	65
	Monmouth, NJ	45	20	65
	Morris, NJ	45	20	65
	Ocean, NJ	45	20	65
	Passaic, NJ	45	20	65
	Somerset, NJ	45	20	65
	Sussex, NJ	45	20	65
	Union, NJ	45	20	65
	Bronx, NY	45	20	65
	Kings, NY	45	20	65
	Nassau, NY	45	20	65
	New York, NY	45	20	65
	Orange, NY	45	20	65
	Putnam, NY	45	20	65
	Queens, NY	45	20	65
	Richmond, NY	45	20	65
	Rockland, NY	45	20	65
	Suffolk, NY	45	20	65
	Sullivan, NY	45	20	65
	Westchester, NY	45	20	65
	Pike, PA	20	20	40
Ocala, FL	Marion, FL	30	10	40

Philadelphia, PA- Wilmington, DE- Trenton, NJ	New Castle, DE	35	10	45
	Cecil, MD	35	10	45
	Burlington, NJ	35	10	45
	Camden, NJ	35	10	45
	Cumberland, NJ	35	10	45
	Gloucester, NJ	35	10	45
	Mercer, NJ	35	10	45
	Salem, NJ	35	10	45
	Bucks, PA	35	10	45
	Chester, PA	35	10	45
	Delaware, PA	35	10	45
	Montgomery, PA	35	10	45
	Philadelphia, PA	35	10	45
Pittsfield, MA	Berkshire, MA	35	10	45
Portland, OR*	Clackamas, OR	25	10	35
	Clatsop, OR	25	10	35
	Columbia, OR	25	10	35
	Grant, OR	0	10	10
	Harney, OR	0	10	10
	Hood River, OR	0	10	10
	Lincoln, OR	25	10	35
	Multnomah, OR	25	10	35
	Sherman, OR	0	10	10
	Tillamook, OR	25	10	35
	Wasco, OR	0	10	10
	Washington, OR	25	10	35
	Wheeler, OR	0	10	10
	Yamhill, OR	25	10	35
	Clark, WA	25	10	35
	Klickitat, WA	0	10	10
	Skamania, WA	0	10	10
Provo-Orem, UT*	Juab, UT	25	10	35
	Utah, UT	25	10	35

Springfield-Holyoke, MA	Franklin, MA	10	10	20
	Hampden, MA	35	10	45
	Hampshire, MA	35	10	45
Tulsa, OK	Craig, OK	0	10	10
	Creek, OK	0	10	10
	Delaware, OK	0	10	10
	Mayes, OK	0	10	10
	Okmulgee, OK	0	10	10
	Osage, OK	0	10	10
	Pawnee, OK	0	10	10
	Rogers, OK	0	10	10
	Tulsa, OK	0	10	10
	Wagoner, OK	0	10	10
Washington, DC	District of Columbia	35	20	55
	Calvert, MD	35	20	55
	Charles, MD	35	20	55
	Frederick, MD	35	20	55
	Montgomery, MD	35	20	55
	Prince George's, MD	35	20	55
	St. Mary's, MD	35	20	55
	Arlington, VA	35	20	55
	Culpeper, VA	10	20	30
	Fairfax, VA	35	20	55
	Fauquier, VA	35	20	55
	Loudoun, VA	35	20	55
	Prince William, VA	35	20	55
	Rappahannock, VA	35	20	55
	Stafford, VA	35	20	55
	Alexandria City, VA	35	20	55
	Fairfax City, VA	35	20	55
	Falls Church City, VA	35	20	55
	Manassas City, VA	35	20	55
	Manassas Park, VA	35	20	55
	Jefferson, WV	10	20	30

* In three markets – Denver, CO, Portland, OR and Provo, UT – Verizon Wireless currently has 25 MHz or less, but has pending before the Commission an application to acquire 10 MHz of spectrum from Qwest Wireless. *Qwest Wireless, LLC and Cellco Partnership d/b/a Verizon Wireless Seek Commission Consent for the Assignment of Sixty-Two Broadband Personal Communications Services Licenses*, WT Docket No. 04-2654, DA 04-2254, Public Notice (July 22, 2004). Acquiring the 10 MHz Qwest and NextWave licenses will give Verizon Wireless 45 MHz or less in these three markets.

Wireless Licensees in Basic Trading Areas (BTAs) Where Verizon Wireless Proposes To Acquire Spectrum

BTA	Cellular-A	Cellular-B	PCS-A	PCS-B	PCS-C	PCS-D	PCS-E	PCS-F	ESMR
Atlantic City, NJ (BTA 25)	Cingular	Verizon Wireless	Cingular	Sprint PCS	T-Mobile	Verizon Wireless	Cingular	NextWave	Nextel
Baltimore, MD (BTA 29)	Cingular	Verizon Wireless	Sprint PCS T-Mobile	Cingular	NextWave	Verizon Wireless	Verizon Wireless	T-Mobile	Nextel
Boston (BTA 51)	Cingular	Verizon Wireless Rural Cellular	Cingular	Sprint PCS	NextWave	T-Mobile	T-Mobile	Verizon Wireless	Nextel
Columbia, SC (BTA 91)	Verizon Wireless US Cellular	ALLTEL	Triton PCS Cingular	Cingular	Verizon Wireless Triton PCS T-Mobile	Sprint PCS	ALLTEL	NextWave	Nextel
Corpus Christi, TX (BTA 99)	Cingular*	Cingular*/ La Ward Tel.	Sprint PCS T-Mobile	Verizon Wireless	Cingular*	T-Mobile	Cingular*	NextWave	Nextel
Daytona Beach, FL (BTA 107)	Cingular	Cingular	T-Mobile Sprint PCS	Verizon Wireless	X-10 Wireless American Wireless	Sprint PCS	Cingular	NextWave	Nextel
Denver, CO (BTA 110)	Cingular Western Wireless ALLTEL Verizon Wireless NE Colorado Cellular Rural Cellular	Verizon Wireless Union Telco ALLTEL	Sprint PCS	T-Mobile Western Wireless NE Colorado Cellular	NextWave	Cingular Union Telco WestLink	Qwest (pending transfer to VZW) San Isabel Cellular	Cricket	Nextel
					Auction 58		Auction 58		
							San Isabel Cellular UBET Wireless		
Detroit, MI (BTA 112)	Verizon Wireless Dobson	Cingular* ALLTEL Thumb Cellular	Cingular*	Sprint PCS	T-Mobile	NextWave	Cingular*	Cingular*	Nextel
Dover, DE (BTA 116)	Cingular	Verizon Wireless	Cingular	Sprint PCS	T-Mobile	Cingular	Cingular	NextWave	Nextel
El Centro-Calexico, CA (BTA 124)	Western Wireless	Verizon Wireless	Sprint PCS	Cingular T-Mobile	Lewis & Clark NTCH	NextWave	Cingular	FB Communications	Nextel

Greenville-Spartanburg, SC (BTA 177)	Verizon Wireless	ALLTEL US Cellular	Triton PCS Cingular	Cingular	Verizon Wireless Triton PCS	Sprint PCS	ALLTEL	NextWave	Nextel
					T-Mobile				
Janesville-Beloit, WI (BTA216)	US Cellular	Cingular	Sprint PCS	Verizon Wireless Cingular	Airadigm	Cingular	ALLTEL	NextWave	Nextel
Los Angeles, CA (BTA 262)	Cingular Western Wireless	Verizon Wireless	Sprint PCS	Cingular T-Mobile	NextWave	Cingular	Verizon Wireless	T-Mobile	Nextel
					Cingular				
					Auction 58				
Madison, WI (BTA 272)	US Cellular	Cingular ALLTEL	Sprint PCS Cingular	Verizon Wireless Cingular	Airadigm	Cingular	NextWave	PCS Wisconsin	Nextel
			Northeast Iowa Tel. Co.						
New York, NY (BTA 321)	Cingular Verizon Wireless Dobson Sussex Cellular	Verizon Wireless Cingular South Canaan Cell. Comm. Co.	T-Mobile Cingular	Sprint PCS Cingular	NextWave	T-Mobile	Cingular	Verizon Wireless	Nextel
					Verizon Wireless				
Ocala, FL (BTA 326)	Cingular	ALLTEL	T-Mobile	Verizon Wireless	Cingular	Sprint PCS	Cingular	NextWave	Nextel
Philadelphia, PA-Wilmington, DE- Trenton, NJ (BTA 346)	Cingular	Verizon Wireless	Cingular	Sprint PCS	T-Mobile	Cingular	Verizon Wireless	NextWave	Nextel
Pittsfield, MA (BTA 351)	Verizon Wireless	Cingular	Cingular	Sprint PCS	T-Mobile	NextWave	T-Mobile	Verizon Wireless	Nextel
Portland, OR (BTA 358)	Cingular Rural Cellular	Verizon Wireless US Cellular	T-Mobile	Sprint PCS	NextWave	Cingular Rural Cellular	Qwest (pending transfer to VZW)	Salmon PCS (Cingular)	Nextel
					Cingular				
					Auction 58		Auction 58		
Provo-Orem, UT (BTA 365)	Cingular Western Wireless	Verizon Wireless	T-Mobile	Sprint PCS	Cingular Cricket	Cingular	Qwest (pending transfer to VZW)	NextWave	Nextel
Springfield-Holyoke, MA (BTA 427)	Verizon Wireless Rural Cellular	Cingular	Cingular	Sprint PCS	T-Mobile	T-Mobile	NextWave	Verizon Wireless	Nextel
Tulsa, OK (BTA 448)	Cingular formerly AT&T Wireless** US Cellular	US Cellular Cingular ALLTEL Dobson	Cingular	Sprint PCS	T-Mobile Cricket	T-Mobile	Cingular American Cellular	NextWave	Nextel
	Western Wireless								
Washington, DC (BTA 461)	Cingular Dobson	Verizon Wireless ALLTEL US Cellular	Sprint PCS	Cingular	NextWave	Verizon Wireless	T-Mobile	T-Mobile	Nextel

Cingular

****AT&T Wireless Tulsa license subject to divestiture. See Cingular/AT&T Wireless Order ¶ 254.**

currently providing service (in all or part of licensed area)

EMBED Word.Picture.8 not currently providing service

These tables show the licensees and their operational status in markets being transferred from NextWave to Verizon Wireless. Licensees were identified using the FCC's Universal Licensing System. Determination of service was based principally on searches of service plan availability by city or zip code, as well as coverage maps on individual carriers' web sites (URLs identified below). Where licensees are partnered or affiliated with a national carrier, such as Cingular, the national provider's service was attributed to the licensee.

Metropolitan Statistical Areas (MSAs) and Rural Service Areas (RSAs) (used for assigning Cellular A & B licenses) do not coincide exactly with BTAs, therefore, the counties within each BTA were aggregated to show the cellular licensees that serve a specific geographic region of the BTA.

Sources:

FCC, Universal Licensing System, <http://wireless.fcc.gov/uls>.

Applications of AT&T Wireless Services, Inc. and Cingular Wireless Corporation for Consent To Transfer Control of Licenses and Authorizations, File Nos. 0001656065, et al., Memorandum Opinion and Order, WT Docket Nos. 04-70, et al., FCC 04-255 (rel. Oct. 26, 2004) ("Cingular/AT&T Wireless Order").

Airadigm (d/b/a Einstein PCS). Einstein PCS. Find a Store. <http://www.airadigm.com/airadigm/find+a+store/default.asp>.

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re Chapter 11
:
NEXTWAVE PERSONAL Case No. 98 B 21529 (ASH)
COMMUNICATIONS INC., et al., :
Debtors. :
-----X

**ORDER GRANTING MOTION PURSUANT TO SECTIONS 105 AND 363
OF THE BANKRUPTCY CODE AND FEDERAL RULE OF BANKRUPTCY
PROCEDURE 2002 APPROVING ACQUISITION
AGREEMENT AND TERMINATION PAYMENT**

Upon the Motion Pursuant to Sections 105 and 363 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 2002 Approving Acquisition Agreement (the "Motion") filed by NextWave Personal Communications Inc., *et al.*, the above-captioned debtors and debtors in possession (collectively, "NextWave" or the "Debtors"); and upon the hearing on the Motion held on November 30, 2004 (the "Hearing") and the representations of counsel and evidence submitted thereat; and good and sufficient notice of the Motion and the Hearing having been given, and no other or further notice being required; and upon the complete record of these Chapter 11 cases and after due deliberation and good cause appearing therefor, the Court hereby

FINDS, DETERMINES AND CONCLUDES THAT:¹

1. This Court has jurisdiction to hear and determine the Motion under 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding under 28 U.S.C.

¹ Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Acquisition Agreement attached hereto as Exhibit 1 or as defined in the Motion.

§ 157(b)(2)(A). Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for relief requested in the Motion are Sections 105 and 363 of title 11 of the United States Code (the “Bankruptcy Code”), and Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

3. As evidenced by the affidavits of service filed with this Court, and based on the representations of counsel at the Hearing: (i) due, proper, timely, adequate and sufficient notice of the Motion, the Hearing, the Acquisition Agreement and the transactions contemplated thereby, has been provided in accordance with Sections 102(1), 105, 363 and 503(b) of the Bankruptcy Code, Bankruptcy Rule 2002, and all other provisions of the Bankruptcy Rule and/or the Local Rules of the United States Bankruptcy Court for the Southern District of New York (the “Local Rules”) governing the transactions that are the subject of the Motion; (ii) such notice was good, sufficient and appropriate under the circumstances; and (iii) no other or further notice of the Motion, the Hearing or the Acquisition Agreement or the transactions contemplated thereby is or shall be required.

4. A reasonable opportunity to object and to be heard with respect to the Motion and the relief requested therein has been afforded to all parties in interest, including the following: (i) the Office of the United States Trustee; (ii) the Committee; (iii) all entities (as used throughout this Order, such term shall have the meaning set forth in Section 101(15) of the Bankruptcy Code) known by

the Debtors to have asserted a lien on any of the Debtors' other assets; (iv) all of the Debtors' creditors, equity and other interest holders of record; (v) the taxing authorities for those jurisdictions in which the Debtors have conducted business; (vi) all non-debtor parties to any executory contracts or unexpired leases of the Debtors; (vii) all other parties that had filed a notice of appearance and demand for service of papers in the Bankruptcy Cases under Bankruptcy Rule 2002 as of the date of the Motion; and (viii) parties in interest by publication of notice as set forth in the certificates of service filed in connection with the Motion.

5. Each of the Debtors has full corporate power and authority to execute the Acquisition Agreement and all other documents contemplated thereby. Subject to the conditions in the Acquisition Agreement, each of the Debtors has all of the corporate power and authority necessary to consummate the transactions contemplated by the Acquisition Agreement and no consents or approvals, other than approval of this Court through this Order, FCC Approval, HSR Approval and those approvals expressly provided for in the Acquisition Agreement, are required by the Debtors to consummate the transactions contemplated therein.

6. Approval at this time of the Acquisition Agreement and the consummation of the transactions contemplated thereby (subject to confirmation of a chapter 11 plan) is in the best interests of Debtors, their creditors, and their estates.

7. The terms and the conditions of the Acquisition Agreement are fair and reasonable.

8. The Debtors have articulated good and sufficient reasons for authorizing entry into the Acquisition Agreement and approving the Break-Up Payment under the terms and conditions of the Acquisition Agreement. The Break-Up Payment is (i) an actual and necessary cost and expense of preserving the Debtors' estates, within the meaning of Bankruptcy Code section 503(b), (ii) of substantial benefit to the Debtors, their estates, their creditors, and other parties-in-interest, (iii) reasonable and appropriate considering, among other things, the size and nature of the proposed acquisition and the efforts that have been and will be expended by Cellco Partnership d/b/a Verizon Wireless ("VerizonWireless") and VZW Corp. in seeking to consummate the transactions contemplated by the Acquisition Agreement, and (iv) necessary to ensure that VerizonWireless and VZW Corp. will continue to pursue the transactions contemplated by the Acquisition Agreement.

9. The Break-Up Payment is an integral part of the transactions contemplated by the Acquisition Agreement, and, in the absence of the Debtors' obligations to make, and agreement to request administrative claim status for, such payment as specified in the Acquisition Agreement, VerizonWireless and VZW Corp. would not have entered into the Acquisition Agreement. Accordingly, VerizonWireless and VZW Corp. are unwilling to hold open their offer to pursue the proposed acquisition involving the Debtors and consummate the other transactions contemplated by the Acquisition Agreement unless they are assured of the Debtors' ability, right, and obligation to pay the Break-Up Payment.

10. The Acquisition Agreement has been pursued by the Debtors in contemplation of their expected reorganization, and will facilitate the Debtors' attempts to reorganize under Chapter 11 of the Bankruptcy Code.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
THAT:

1. The Motion is GRANTED.
2. Any objections to the entry of this order or the relief granted herein and requested in the Motion that have not been withdrawn, waived or settled, and all reservations of rights included therein, hereby are denied and overruled on the merits with prejudice.
3. The Debtors are authorized to enter into the Acquisition Agreement and perform their obligations thereunder.
4. The Debtors are authorized to pay the Break-Up Payment in accordance with the terms of the Acquisition Agreement.
5. The Break-Up Payment (a) constitutes an administrative expense of the Debtors' estates under Bankruptcy Code section 503(b) and 507(a)(1), with priority in any subsequent or superseding bankruptcy case (including any chapter 7 case), shall (b) be paid by the Debtors in the time and manner provided in the Acquisition Agreement without any further order of this Court, and (c) not be discharged, modified or otherwise affected by any plan of reorganization of any of the Debtors, any conversion of the case to Chapter 7, or any dismissal of the case.
6. Upon the closing under the Acquisition Agreement, the License Sale Cash Payment shall be paid to the FCC in accordance with the terms of the Global Resolution

Agreement approved by this Court by order dated May 25, 2004 (the "GRA"), and any applicable Sharing Payment shall be paid to the FCC in accordance with the terms of the GRA, with such payments to be free and clear of any liens, claims, encumbrances, rights or interests of the Debtors and other parties in interest.

7. The failure specifically to include any particular provisions of the Acquisition Agreement in this order shall not diminish or impair the effectiveness of such provisions. Likewise, all of the provisions of this order are nonseverable and mutually dependent.

8. The terms and provisions of this order shall be binding in all respects upon the Debtors, their estates, their respective affiliates, successors, and assigns, and any trustee, responsible person, estate administrator, representative, or similar person subsequently appointed for or in connection with any of Debtors' estates or affairs in these chapter 11 cases or in any subsequent case(s) under the Bankruptcy Code involving any of the Debtors.

9. Nothing contained in the reorganization plan confirmed for the Debtors in these cases or in any other order in these cases (including any order entered after any conversion of these cases to cases under Chapter 7 of the Bankruptcy Code) shall alter, conflict with or derogate from the provisions of the Acquisition Agreement, and the terms of this order, and, in the event of any inconsistency between such plan and this order, the terms of this order shall govern.

10. Nothing herein shall prescribe or constrain the FCC's exercise of its regulatory authority.

11. This order shall be effective immediately, and not stayed pursuant to
Bankruptcy Rule 5004(g) or any other applicable Bankruptcy Rule.

Dated: White Plains, New York
November 30, 2004

/s/ Adlai S. Hardin, Jr.
HONORABLE ADLAI S. HARDIN, Jr.
UNITED STATES BANKRUPTCY JUDGE